

PFCC Decision Report

Report reference number: 104-24
Classification: Not protectively marked
Title of report: Domestic Abuse Commissioning Collaboration Agreement 2024
Area of county/ stakeholders affected: Countywide
Report by: Greg Myddelton (Strategic Head of Partnerships and Delivery)
Date of report: 21 st June 2024
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1. Executive Summary

- 1.1 The purpose of this report is to approve the signing and sealing of the 2024 Domestic Abuse Commissioning Collaboration Agreement which facilitates the joint commissioning of the new whole system approach to domestic abuse from 2025. Additionally, it indicatively approves the allocation of PFCC funding to the joint contract.

2. Recommendations

- 2.1 That the PFCC endorses and seals the 2024 DA Collaboration Agreement appended to this decision report.
- 2.2 That the PFCC indicatively approves the annual allocation of £451,000 funding from the Victims' Grant and £75,000 from the Community Safety Fund towards the proposed DA commissioning collaborative. In addition, £12,519 in 2024-25 and further annual allocations of around £3,500 (with annual inflationary increases) will indicatively be awarded from the Victims' Fund for joint project management and monitoring.

3. Background to the proposal

- 3.1 Decision report 189-23 (signed on 22nd March 2024) outlined the PFCC's approach to the recommissioning of domestic abuse services from 2025. This included the provision that "a partnership agreement will be drafted for agreement

which will outline the terms of the joint working relationship.” This decision report is seeking the PFCC’s endorsement and sealing of that agreement.

- 3.2 This agreement supports the joint commissioning of domestic abuse support services by the Pan Essex Domestic Abuse Commissioning Collaborative (PEDACC) which includes the PFCC, Essex County Council, Southend-on-Sea City Council and Thurrock Council.

4. Proposal and Associated Benefits

- 4.1 This agreement outlines how the four commissioning organisations of the PFCC, Essex County Council, Southend City Council and Thurrock Council will collaborate in commissioning a new domestic abuse service. The Agreement notes that “The Parties have duties to provide support and protection to victims (including children) of Domestic Abuse (DA)...”.
- 4.2 The agreement’s purpose is to set out the “respective roles and responsibilities and governs the terms and conditions to which each Party will abide under this collaboration in order to deliver the Domestic Abuse Services”.
- 4.3 The agreement is proposed to last five years, with the option of two further one-year extensions.

5. Options Analysis

- 5.1 If the PFCC opts not to sign this agreement it may not preclude the collaborative commissioning process from continuing, but it would likely leave the parties exposed to greater risk without a clear outline of roles and responsibilities and with less legal safeguards / protections.
- 5.2 The Agreement notes that “The Parties are not seeking to transfer their statutory functions under this Agreement but will work together to assist each other in the effective performance of their statutory functions in relation to Domestic Abuse Services.” The advice from Essex County Council’s legal representative is to sign and seal this agreement due to the length of the possible term and overall value of this jointly commissioned agreement and associated contract.

6. Consultation and Engagement

- 6.1 This agreement has been drafted by Essex County Council’s legal representatives in consultation with the Pan Essex Domestic Abuse Commissioning Collaborative (PEDACC) Board where the PFCC is represented by the Strategic Head of Partnerships and Delivery.
- 6.2 Decision report 189-23 flagged the development of this agreement.
- 6.3 The PFCC considered this decision report at their Senior Management Team meeting on 18th June 2024.

7. Strategic Plans

- 7.1 This work supports the PFCC's Police and Crime Plan and the countywide Southend, Essex, Thurrock Domestic Abuse Board (SETDAB) Strategy. It also allows the PFCC to comply with their statutory responsibility to commission support services for victims of crime and allows local authorities to discharge their duties under the Domestic Abuse Act 2021.

8. Police operational implications

- 8.1 There are no direct operational implications on Essex Police.

9. Financial implications

- 9.1 This agreement commits the PFCC to continuing to invest a minimum of £451,000 Victims' funding into the countywide IDVA service commissioned as part of this contract. The PFCC will also make a £12,519 commitment to project management of the contract in 2024-25, reducing to around £3,500 p.a. (with inflationary increases) from 2025-26 and beyond from the PFCC's Victims' Fund. The PFCC will also invest £75,000 annually from the Community Safety Fund (currently used to match fund the Home Office DA Perpetrator Grant).
- 9.2 With the exception of the £12,519 project management costs in 2024-25, these contributions will commence from the 2025-26 Victims' Fund and CSF. The remaining funds after these allocations are shown below. Please note that 2025-26 budgets have not yet been set so these figures are for illustration only, and subject to change.

Fund	Activity	Income	Expenditure	Remaining
Victim Services Fund 2025-6		£2,149,813*†		
	DA collaboration (victims)		£454,500	£1,695,313
Community Safety Fund 2025-6		£1,407,158*		
	DA collaboration (perpetrators)		£75,000	£1,332,158

*2024-25 figure quoted as 2025-26 figure not yet confirmed.

† Includes Ministry of Justice (MoJ) core victims grant, but not MoJ general victims grant allocation

- 9.3 Further PFCC contributions may be made towards this collaboration if funding becomes available, for instance if the current uplifts in Ministry of Justice IDVA funds 2023-25 are continued post 2025.

10. Legal implications

- 10.1 This Agreement has been reviewed by the PFCC's Monitoring Officer.
- 10.2 The Agreement notes that "the Parties are not seeking to transfer their statutory functions under this Agreement but will work together to assist each other in the effective performance of their statutory functions in relation to Domestic Abuse Services."

11. Staffing implications

- 11.1 A review of the collaboration agreement has been undertaken by the PFCC's Chief Executive and Monitoring Officer. The ongoing commissioning and tender process is being led by the Strategic Head of Partnerships and Delivery. The performance management and monitoring of the new contract will fall to the PFCC's Commissioning Officer.

12. Equality, Diversity and Inclusion implications

- 12.1 An EQIA has been drafted to support the commissioning process, which can be viewed here:
[DA EQIA](#)
- 12.2 The EQIA notes the ambition to strengthen and develop the current market for 'By and For' services available in Essex. These are services where victims and survivors can see themselves reflected in staffing, management and governance structures of the groups providing support. 'By and For' services are designed and led by those that share the same protected characteristic(s) as those they aim to support. For example, a specialist domestic abuse organisation that is led by black and minoritised women and children, for black and minoritised women and children. This was flagged as a recommendation in the commissioning discovery work undertaken by TONIC in 2022-23 and, whilst it will not be fully resolved through a tender process, commissioners are using this opportunity to take steps to make links between specialist domestic abuse providers and local 'by and for' groups with a view to developing this provision for future years of the contract.

13. Risks and Mitigations

- 13.1 There is a risk to the PFCC of a reduction or removal of the Ministry of Justice and Home Office funding that we rely on to support this agreement and the wider victim commissioning process. This risk is considered to be low due to the statutory nature of these services but could be mitigated by an increased investment from the PFCC's own budget to reduce the reliance on annual national government grant funding. This would require a growth bid as part of future PFCC budget setting processes.
- 13.2 There is a further risk that relationships break down, or the commissioning collaborative becomes unworkable. In this situation, the PFCC (or other partners) could utilise the dispute resolution, and / or withdrawal and termination clauses to cease the agreement. It should be noted that, except in the exceptional

circumstances set out in clause 6.4 of the agreement, no party is entitled to withdraw from the agreement within its first three years. Thereafter, any party may withdraw upon giving 12 months' written notice.

- 13.3 If the PFCC chooses not to sign this agreement, it risks destabilising the collaborative or exposing the PFCC to risk without appropriate legal and financial safeguards.

14. Governance Boards

- 14.1 This agreement has been reviewed by individual agencies and subject to discussion at the PEDACC Board. Updates on the joint commissioning process have been given to the SETDAB Board and Strategic Development Group. The PFCC approved the intention to jointly commission future DA services via decision report 189-23. The PFCC also considered this decision report at their SMT meeting on 18th June 2024.
- 14.2 Once agreed, the operation of the collaboration agreement will be overseen by the PEDACC Governance Board. The decisions of the board must be unanimous as no party has the power under the agreement to make a decision that binds another party.
- 14.3 The relevant scrutiny and audit committees of each party to the agreement will have the right to inspect any documents relating to the agreement and to require the Governance Board to respond to any questions raised by them.

15. Links to Future Plans

- 15.1 This agreement supports delivery of the Police and Crime Plan and the SETDAB Strategy and is a key enabler of the commissioning process through which we will select providers of services for 2025/26 onwards.

16. Background Papers and Appendices

- 16. 

Report Approval

The report will be signed off by the OPFCC Chief Executive and Treasurer prior to review and sign off by the PFCC / DPFCC.



Chief Executive / M.O.

Sign:

Print: P. Brent-Isherwood

Date: 26 June 2024



Chief Finance Officer / Treasurer

Sign:

Print: Janet Perry

Date: 26 June 2024

Publication

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

Subject to redaction, as set out below

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

Redaction

If the report is for publication, is redaction required:

1. Of Decision Sheet? YES

2. Of Appendix? YES

NO

NO

If 'YES', please provide details of required redaction:

The appendix is marked CONFIDENTIAL so it to be withheld from publication

Date redaction carried out:

Treasurer / Chief Executive Sign Off – for Redactions only

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

Sign: 

Print: Darren Horsman - Deputy MO

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: Roger Hirst

PFCC

Date signed: 28/06/2024

I do not agree the recommendations to this report because:

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Sign:

Print:

PFCC/Deputy PFCC

Date signed: